

REMARKS/ARGUMENTS

Claims 1-18 remain in this application.

The examiner has stated that "claims 13 and 17 are rejected under 35 U.S.C. 101 because the invention lacks patentable utility....the ambiguities cited would make it impossible for the process to be repeatable or 'concrete.' In other words, different users would come up with different responses." Applicant respectfully traverses these rejections for at least the following reasons.

It is true that different value assessors will, in general, use different inputs and arrive at different estimates, but this is not an ambiguity of the method, it is a characteristic of estimates, whether biased or unbiased, that they occur in probability distributions and not as single values. The invention uses this distribution of unbiased estimates to reduce the error inherent in relying on a single (potentially biased) estimate. The latter is "unambiguous" but less accurate.

The examiner further states that claims 13 and 17 are rejected under 35 U.S.C. 112, in that "one skilled in the art clearly would not know how to use the claimed invention." Applicant respectfully traverses these rejections for at least the following reasons. An example of the invention's use is provided beginning at the bottom of page 11 of the specification. Another example of the invention's use is provided beginning with the third paragraph of page 12 through the top of page 14.

Claims 1-12 are rejected "as being anticipated by Collins et al (US 2002/0007362 A1). Applicant respectfully traverses these rejections for at least the following reasons. The reference teaches a method/system for using a computer to solve problems involving a plurality of agents to determine a zone of possible agreement ("ZOPA"). The reference does not teach at least the following feature of the present invention, namely the use of contingent commitments to find solutions to problems that lie outside of a ZOPA. For example, if three agents each individually define their zone of acceptable outcomes, then the ZOPA would correspond to the portion of a Venn diagram that shows the degree of overlap among the individually defined zones. In contrast, the present invention uses the logic of conditional commitment to define the shape and extent of each agent's zone in terms of the interaction of those conditions. Thus there is not a single ZOPA, but a whole collection of possible solution spaces arising from the consideration of all logically compatible combinations of contingent commitments. In some cases, the ZOPA will be the empty set but there will be one or more solutions based on contingent commitments.

Claims 14 - 16 are rejected "as being anticipated by Thiessen (US 5,495,412)." Applicant respectfully traverses these rejections for at least the following reasons. The reference does not teach the use of real-time communication between agents to complement the automatic negotiation. It also does not teach how to negotiate the value of a scalar quantity. Thiessen specifically describes his invention as "[a] computer-based method and apparatus for interactive computer-assisted negotiations assists multiple parties involved in **complex multiple-issue negotiations...**" [emphasis added.] Thiessen

Appl. No.: 10/001,475

Response dated: September 25, 2003

Reply to Office Action of March 26, 2003

also does not teach negotiations in which one agent is a buyer and another is a seller. The present invention, in contrast to Thiessen, uses real-time communication between agents to facilitate the negotiation process. It further permits (in claim 14) and explicitly requires (in claim 15) that the negotiation is over the value of **"a price or other scalar quantity"**. Thiessen's invention does not relate to scalar negotiations at all, and does not teach about a price negotiation between a buyer and a seller (claim 16).

Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Respectfully submitted,



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